



**Request for Response
Office of the State Treasurer and Receiver-General**

Address: One Ashburton Place, 12th Floor, Room 1207
Boston, Massachusetts 02108-1608

Telephone #: (617) 367-3900 ; Fax: (617) 367-3645

Internet Address: <http://www.state.ma.us/treasury>

RFR File Name/Title: Electronic Payment Card

RFR File Number: PRF52designatedTRE

RFR Contact Person: Anjali Wali

SECTION I. PROCUREMENT SCOPE AND PURPOSE

The Office of the State Treasurer and Receiver-General of the Commonwealth of Massachusetts seeks qualified Bidders interested in providing electronic banking services for the disbursement of benefits. The proposal shall be a "Forward Funded" model and must implement a re-loadable Electronic Payment Card (EPC) payment option for customers receiving a cash benefit from a state agency. The use of the EPC will provide an additional payment option for customers not wishing to participate in the direct deposit and/or check payment method.

The EPC will offer customers a timely and secure method to receiving benefits from a state agency. The EPC cards must be Master Card or VISA branded allowing customers access to their funds at all participating banks, ATMs and point of purchase retailers across the country. The objective of this RFR is to establish a partnership with the awarded contractor to deliver quality electronic banking services to state agencies, citizens, and local governments.

The resulting Contract will be the Statewide Contract used by the Commonwealth for electronic payment card banking services covered by the Contract. The Statewide Contract will also be available for use by other eligible entities as approved by the Office of the State Treasurer and Receiver-General. Each Commonwealth Agency and/or eligible entity is responsible for executing its own Statement of Work (SOW) and paying its own invoices for services acquired from this Statewide Contract. The awarded contractor will be responsible for marketing their services to Commonwealth Agencies and other eligible entities for the purpose of this RFR.

SECTION II. GENERAL INFORMATION

The Office of the State Treasurer and Receiver-General is exempt from 801 Code of Massachusetts Regulations (CMR) 21.00: Procurement of Commodities and Services, but has opted to follow these regulations in this RFR. Therefore, unless a conflict with any other applicable law or statute arises, the Office of the State Treasurer and Receiver-General will conduct itself as a "procuring department" as that term is used in 801 CMR 21.00 which provisions are otherwise incorporated herein by reference. Additional definitions may also be identified in this RFR. All terms, conditions, requirements, and procedures included in this RFR must be met for a response to be qualified as responsive. A response

that fails to meet any material term, condition, requirement or procedure of this RFR may be deemed unresponsive and disqualified. The Office of the State Treasurer and Receiver-General reserves the right to waive or permit cure of non-material errors or omissions. **The Office of the State Treasurer and Receiver-General reserves the right to modify, amend or cancel the terms of the RFR at any time.** Unless otherwise specified, all communications, responses, and documentation regarding this RFR must be in English, all measurements must be provided in feet, inches, and pounds and all cost proposals or figures in U.S. Currency. All responses must be submitted in accordance with the specific terms of this RFR.

This RFR is in accordance with the World Trade Organization Government Procurement Agreement.

A. SPECIFICATIONS

1. BIDDER COMMUNICATION

Bidders are prohibited from communicating directly with any employees of the Office of the State Treasurer and Receiver-General or any member of the Procurement Management Team (PMT) regarding this RFR, except as specified in this RFR, and no other individual Commonwealth employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFR. Bidders may contact the Commonwealth RFR contact person (as referenced in B.1) for this RFR (hereafter referred to as 'RFR contact') in the event this RFR is incomplete or the Bidder is having trouble obtaining any required attachments electronically through Comm-PASS. Failure to observe this rule may result in disqualification.

2. REASONABLE ACCOMMODATION

Bidders with disabilities who seek a reasonable accommodation, which may include the receipt of RFR information in an alternative format, must communicate such requests in writing to the RFR contact person. Requests for an accommodation will be addressed on a case-by-case basis. A Bidder requesting an accommodation may be required to confirm his or her request in writing to the RFR contact. The request must state that it is based on a disability and specifically identify the accommodation desired. Although entities of the Commonwealth will make all reasonable efforts to accommodate the requests of Bidders with disabilities, they reserve the right to reject unreasonable requests.

3. PUBLIC RECORDS

All responses and information submitted in response to this RFR are subject to the Massachusetts Public Records Law, Massachusetts General Laws (M.G.L.), Chapter 66, section 10, and Chapter 4, section 7, subsection 26. Any statements in submitted responses that are inconsistent with these statutes will be disregarded.

Bidders are advised that all proposals are deemed sealed, and therefore their contents will be treated as confidential and will not be disclosed to competing Bidders until the evaluation process has been completed and the contract has been executed.

4. ESTIMATED PROVISIONS

The Office of the State Treasurer and Receiver-General makes **no guarantee that any commodities or services will be purchased** from any contract resulting from this RFR. Any estimates and/or past or current procurement volumes referenced in this RFR are included only for the convenience of Bidders, and are not to be relied upon as any indication of future purchase levels.

5. CONFLICT OF INTEREST

Prior to award of any contract, the Vendor shall certify in writing to the procuring agency that no relationship exists between the Vendor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the Vendor and another person or organization that constitutes a conflict of interest with respect to a state contract. The Office of the State Treasurer and Receiver-General may waive this provision, in writing, if these activities of the Vendor will not be adverse to the interests of the Commonwealth. No official or employee of the Commonwealth who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this project shall, prior to the completion of the project, voluntarily acquire any personal interest, either directly or indirectly, in this contract or proposed contract.

The Bidder shall provide assurance that it presently has no interest and shall not acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder. The Bidder shall also provide assurances that no person having any such known interests shall be employed during the performance of this contract.

6. BRAND NAME OR EQUAL

Unless otherwise specified in this RFR, any reference to a particular trademark, trade name, patent, design, type, specification, producer or supplier is not intended to restrict this RFR to any manufacturer or proprietor or to constitute an endorsement of any service. The Office of the State Treasurer and Receiver-General will consider clearly identified offers of substantially equivalent services submitted in response to such reference.

7. ALTERNATIVES

Unless otherwise specified, Bidders should submit responses proposing alternatives that provide equivalent, better or more cost-effective performance achievable under the stated RFR specifications. These alternatives may include related services that may be available to enhance performance during the period of the contract. The response should describe how any alternative achieves substantially equivalent or better performance to that of the RFR specifications. The Office of the State Treasurer and Receiver-General will determine if a proposed alternative method of performance achieves substantially equivalent or better performance. The goal of this RFR is to provide the best value of commodities and services to achieve the procurement goals of the department. Bidders that propose discounts, uncharged commodities and services or other benefits in addition to the RFR specifications may receive a preference or additional points under this RFR as specified.

Contractors may also propose alternatives for equivalent, better or more cost-effective performance than specified under the Contractor's original response to enable the department to

take advantage of enhanced technologies, commodities or services that become available during the term of the contract.

8. BEST VALUE SELECTION AND NEGOTIATION

The PMT and/or the State Treasurer and Receiver-General may select the response(s) that demonstrates the “Best Value” overall, including proposed alternatives that will achieve the procurement goals of the Office of the State Treasurer and Receiver-General. The PMT and/or the State Treasurer and Receiver-General and the selected Bidder, or Contractor, may negotiate a change in any element of contract performance or cost identified in the original RFR or the selected Bidder's or Contractor's response, which results in lower costs or in a more cost-effective or better value than was presented in the selected Bidder's or Contractor's original response.

9. COSTS

Costs that are not specifically identified and defined in the Bidder's response, and accepted by a Commonwealth agency as part of a SOW, will not be compensated under any Contract awarded pursuant to this RFR. The Commonwealth will not be responsible for any costs or expenses incurred by Bidders responding to this RFR.

10. ELECTRONIC COMMUNICATION/UPDATE OF BIDDER'S CONTRACTORS CONTACT INFORMATION

It is the responsibility of the each Bidder and awarded Contractor to keep current the E-mail address of the Bidder's contact person and prospective contract manager, if awarded a contract, and to monitor that E-mail inbox for communications from the PMT, including requests for clarification. The PMT and the Commonwealth assume no responsibility if a prospective Bidder's/awarded Contractor's designated E-mail address is not current, or if technical problems, including those with the prospective Bidder's/awarded Contractor's computer, network or Internet service provider (ISP) cause E-mail communications sent to/from the prospective Bidder/awarded Contractor and the PMT to be lost or rejected by any means including E-mail or spam filtering.

11. ELECTRONIC FUNDS TRANSFER (EFT)

All Bidders responding to this RFR must agree to participate in the Commonwealth Electronic Funds Transfer (EFT) program for receiving payments, EFT is a benefit to both Contractors and the Commonwealth because it ensures fast, safe and reliable payment directly to Contractors and saves both parties the cost of processing checks. Contractors are able to track and verify payments made electronically through the Comptroller's Vendor Web system. A link to the EFT application can be found on the OSD Forms page (www.mass.gov/osd). Additional information about EFT is available on the VendorWeb site (www.mass.gov/osc). Click on MASSfinance.

Successful Bidders, upon notification of contract award, will be required to enroll in EFT as a contract requirement by completing and submitting the *Authorization for Electronic Funds Payment Form* to this department for review, approval and forwarding to the Office of the Comptroller. If the Bidder is already enrolled in the program, it may so indicate in its response. Because the *Authorization for Electronic Funds Payment Form* contains banking information,

this form, and all information contained on this form, shall not be considered a public record and shall not be subject to public disclosure through a public records request.

12. ENVIRONMENTAL RESPONSE SUBMISSION COMPLIANCE

In an effort to promote greater use of recycled and environmentally preferable products and minimize waste, all responses submitted should comply with the following guidelines:

- All copies should be printed double sided.
- All submittals and copies should be printed on recycled paper with a minimum post-consumer content of 30% or on tree-free paper (i.e., paper made from raw materials other than trees, such as kenaf). To document the use of such paper, a photocopy of the ream cover/wrapper should be included with the response.
- Unless absolutely necessary, all responses and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves and GBC binding. Three-ringed binders, glued materials, paper clips and staples are acceptable.
- Bidders should submit materials in a format that allows for easy removal and recycling of paper materials.
- Bidders are encouraged to use other products that contain recycled content in their response documents. Such products may include, but are not limited to, folders, binders, paper clips, envelopes, boxes, etc. Where appropriate, Bidders should note which products in their responses are made with recycled materials.
- Unnecessary samples, attachments, or documents not specifically asked for should not be submitted.

13. MINIMUM BID DURATION

Bidder responses/bids made in response to this RFR must remain in effect for 120 days from the date the bid is due and thereafter until either the Bidder withdraws the response in writing, a contract is executed or the procurement is canceled, whichever occurs first.

14. RESTRICTION ON THE USE OF THE COMMONWEALTH SEAL

Bidders and Contractors are not allowed to display the Commonwealth of Massachusetts Seal in their bid package or subsequent marketing materials if they are awarded a contract because use of the coat of arms and the Great Seal of the Commonwealth for advertising or commercial purposes is prohibited by law.

15. Comm-PASS

This RFR has been distributed electronically using the Comm-PASS system. RFR attachments that are referenced are incorporated by reference into the RFR and are available as separate files within the Forms tab and Specifications tab of the Comm-PASS solicitation record. OSD Forms are also

available at www.mass.gov/osd under the Related Links section. While Comm-PASS offers a required, value-added, automated free Comm-PASS subscription Service known as SmartBid, , all Bidders are solely responsible for obtaining and completing the required attachments that are identified in this RFR and for checking Comm-PASS for any addenda or modifications that are subsequently made to this RFR or attachments. The Commonwealth and its subdivisions accept no liability for and will provide no accommodation to Bidders who fail to check for amended RFRs/Requests for Quotes (RFQs) or any other procurement opportunities and subsequently submit inadequate or incorrect responses. Bidders are advised to check the Last Changed Date field on the Summary page or the Amendment History within the Other Information tab of RFRs for which they intend to submit a response in order to ensure that they have the most recent RFR files. Bidders may not alter (manually or electronically) the RFR language or any RFR component files. Modifications to the body of the RFR, specifications, terms and conditions, or which change the intent of this RFR are prohibited and may disqualify a response.

16. COMM-PASS SOLICITATION SERVICE

The Comm-PASS Solicitation Service is sponsored by the Operational Services Division. This service offers a prospective Bidder a secure, web-based desktop that contains tools to track and manage postings including solicitation announcements, Request for Responses (RFRs), and Contracts that match the subscriber-designated set of categories and sub-categories on the Commonwealth's Procurement Access and Solicitation System (Comm-PASS).

Comm-PASS Basic Service will provide a subscriber with:

- Secure web-based desktop within Enhanced Comm-PASS for document management.
- A customizable profile reflecting the Bidder's product/service areas of interest.
- Refined commodity and service categories and sub-categories.
- Full-cycle, automated E-mail alert whenever a solicitation of interest is posted or updated.
- Access to On-line Bidder Forums to allow for virtual attendance and participation.
- Tools to submit bids electronically to an encrypted Lockbox.

Every public purchasing entity within the borders of Massachusetts may post their solicitations on Comm-PASS at no charge. Comm-PASS has the potential to become the sole site for reviewing and responding electronically to public solicitations in Massachusetts.

- 17.** All responses must be presented using the same numbering and ordering sequence used in this RFR or as otherwise specified.
- 18.** Any Bidder awarded a contract under this RFR is prohibited from selling or distributing any information collected or derived from the contract and/or procurement process, including lists of participating or eligible Commonwealth of Massachusetts employee names, telephone numbers, email addresses or addresses.

The PMT reserves the right to modify, amend, or cancel the terms of this RFR at any time.

B. PROCUREMENT CALENDAR AND RESPONSE REQUIREMENTS

1. PROCUREMENT CALENDAR

The following is the tentative time schedule for the Office of the State Treasurer and Receiver-General's search for a vendor to provide electronic payment card services. All dates are subject to modification by the Office of the State Treasurer and Receiver-General with notice.

Issuance of RFR: December 22, 2011

Bidders Conference: January 4, 2012

Question Deadline: January 10, 2012

Question Response Deadline: January 26, 2012

RFR Response Deadline: February 7, 2012, 3:00 P.M. (EDT)

Oral Presentations: TBD

Approximate Contract Award Notification Date: February 27, 2012

Target Implementation Dates: July 1, 2012

The Treasury will hold a non-mandatory Bidders Conference on January 4, 2012.

The conference will review the submitted questions and Treasury's responses to these questions. Bidders are encouraged to submit any questions prior to the Bidders Conference if at all possible. However, there will be the opportunity at the Bidders Conference to ask additional questions. Bidders shall provide the same identifying information for questions asked at the Bidders Conference as for those submitted in advance (e.g., RFR Section Name: RFR Sub-section Name and page number).

The target dates for implementation are intended as a guideline. Because many of these services affect several agencies in multiple ways, Bidders should know that the implementation would be on a rolling basis determined after the contract is awarded.

Questions concerning the RFR must be submitted to the RFR Contact Person in writing (NO PHONE CALLS):

Anjali Wali
Office of the State Treasurer and Receiver-General
ATTN: "EPC Services RFR FY12"
One Ashburton Place, 12th Floor
Boston, MA 02108
E-mail Address: awali@tre.state.ma.us
Fax: (617) 367-3645

2. INSTRUCTIONS FOR SUBMISSION OF RESPONSES

The original, eight (8) hard paper copies for each submission, and a CD containing the Bidder's responses and attachments excluding any price references must be delivered in the same sealed package no later than 3:00 P.M. EDT on **February 7th, 2012**. **The Cost Proposal(s) must be submitted simultaneously under separate cover in a separate sealed envelope. Failure to meet this requirement will result in disqualification of the bid.** Responses and attachments

received after this deadline date and time will not be evaluated. A facsimile response will not qualify as a “submission” for deadline purposes in advance of or in lieu of a hard copy submission. Responses and attachments should be delivered to:

Anjali Wali
Office of the State Treasurer and Receiver-General
ATTN: “EPC Services RFR FY12”
One Ashburton Place, 12th Floor
Boston, MA 02108

When responding to this RFR, vendors should take note of the following provisions:

- The Treasury reserves the right to request additional information from Bidders responding to this request. Additionally, upon reviewing the responses the Treasury may decide to have certain firms make oral presentations.
- The Treasury reserves the right to reject any and all responses to this request, to waive any minor informality in a response, to request clarification of information from any Bidder responding, and to effect any agreement deemed by the Treasury to be in the Commonwealth’s best interest with one or more of the Bidders responding. The Treasury reserves the right to amend or cancel this RFR at any time. All responses and their contents will become the sole property of the Commonwealth upon receipt by it.
- The Treasury will not reimburse any Bidder for any costs associated with the preparation or submittal of any response to this request or for any travel and/or per diem incurred in any presentation of such responses.
- The narrative response should address all items included in each section of the Technical Proposal.
- The written response shall be limited to replies totaling no more than 50 pages, double-sided. Any response over 50 pages excluding the requested attachments and exhibits will not be considered. The 50 pages must be single spaced; submitted in 12-point font; with at least three-quarter inch margins left and right and one-inch margins top and bottom. Additionally, the response must be printed on three-hole punched paper.

4. DISQUALIFICATION OF PROPOSALS

a. Late Proposals

Proposals that are received after the deadline date and time shall be automatically disqualified.

b. Non-responsive Proposals

A response that fails to meet any material term, condition, requirement or procedure of this RFR may be deemed unresponsive and disqualified. The Treasury reserves the right to waive or permit cure of non-material errors or omissions. Non-responsive proposals shall include,

but not be limited to those, which fail to address or meet any mandatory item, and those submitted in insufficient number, or in incorrect format.

d. Collusion

Collusion by two or more Bidders agreeing to act in a manner intended to avoid or frustrate fair and open competition is prohibited and shall be grounds for rejection or disqualification of a proposal or termination of this contract. Bidders will be required to complete a “Certificate of Non-Collusion” as one of the mandatory attachments to this RFR. Please see the “Forms and Terms” tab of the Comm-PASS solicitation for further instructions.

e. Debarred Bidders or Subcontractors

A Bidder, who is currently subject to any Commonwealth or federal debarment order or determination, shall not be considered for evaluation by the PMT. If a Bidder’s proposal is dependent upon the services of a named subcontractor and the disqualification of this named subcontractor would materially alter the proposal, then that proposal shall be deemed unresponsive if the named subcontractor is found to be debarred. Proposals that indicate that subcontractors will be used but do not rely on any specifically named subcontractor shall not be deemed unresponsive if the disqualification of a proposed subcontractor will not materially alter the proposal.

5. EVALUATION PROCESS

The RFR Evaluation Process will be conducted in three phases. A review team consisting of staff from the Office of the State Treasurer and Receiver-General will complete the Phase One Review for all proposal submissions. The purpose of the Phase One Review is to eliminate any bids that are non-responsive to the requirements of the RFR. Bids that are deemed to be qualified based on the Phase One Review will be submitted to the PMT for additional review. The PMT will consist of the Deputy Treasurer for Investment Operations and staff from the Office of the State Treasurer and Receiver-General, Office of the Comptroller, Executive Office of Labor and Workforce Development, and the Department of Revenue and Child Support Enforcement. The PMT will make a recommendation to the State Treasurer and Receiver-General who will then accept or reject the recommendation. The State Treasurer and Receiver-General will make the final selection decision.

➤ **Phase One Review:**

Bidders responses will be reviewed based on listed criteria, completeness of response, including mandatory attachments and compliance to submission criteria (refer to Section III: Phase One Requirements beginning on page 14). Bids that do not comply with these components will be rejected and will not proceed to Phase Two Review. The Treasury reserves the right to waive or permit cure of non-material errors or omissions. Staff at the Office of the State Treasurer and Receiver-General will conduct this portion of the review.

➤ **Phase Two Review:**

Scoring criteria for the evaluation of the proposals will be as follows:

50% Availability of Core Services will include an assessment of services to be provided, time schedules, and reporting options. Certain required services are mandatory, as noted. Failure to provide these services that meet the requirements of the Commonwealth will result in a determination of disqualification and failure to proceed to the next step of review. Scoring of these services will pay particular attention to the integration of the required services into an effective banking services relationship for the Commonwealth.

Please be advised that there are also applicable attachments for this bid, which must be reviewed when Bidders are preparing a response or responses to this RFR.

20% Availability of Optional Services. The Office of the Treasurer and Receiver-General is open to new ways to conduct business. Following the PMT's evaluation of a Bidder's responses as to the availability of core services, which are required for the Commonwealth to conduct its business, it will conduct a review of any Optional Services which a Bidder chooses to include in its bid. "Optional Services" are not specifically delineated within this RFR, but are those which a Bidder considers would be cost-efficient, expedient or innovative services which would assist the Commonwealth to effectively conduct its business as outlined in this RFR.

10% Quality Control will include: a) an assessment of the financial institution's disaster recovery plan and contingencies and past performances in either real or test environments; b) an assessment of industry standards including but not limited to BAI Critical Quality Indicators; and c) an assessment of the current auditor's report of internal control.

10% Massachusetts Supplier Diversity Program. Massachusetts Executive Order 524 established a policy to promote the award of State Contracts in a manner that develops and strengthens Minority and/or Women Business Enterprises (M/WBEs). As a result, M/WBEs are strongly encouraged to submit bid Responses to this RFR, either as prime vendors, joint venture partners or subcontractors. All Bidders, regardless of their certification status, are required to submit a completed SDP Plan Form as part of their Response for evaluation. It is required that Supplier Diversity Program participation accounts for no less than 10% of the total points in the evaluation.

5% Financial Strength shall be measured based on financial reports submitted and analyses to be completed by Office of the State Treasurer and Receiver-General staff based on data provided in these reports, as well as bank ratings.

5% Invest in Massachusetts. The Office of the State Treasurer and Receiver-General (Treasury) encourages investment in our local economy and is committed to advancing the creation and preservation of jobs in the Commonwealth. Consequently, all responsive Bidders/Proposers **must** submit with their bids an *Invest in Massachusetts Data Form* (IMD Form).

➤ **Phase Three Review:**

Scoring criteria for the evaluation of the proposals will be as follows:

35% Cost Proposal will be evaluated across all service categories on a unit basis-using fee for services subsequent projection of monthly service costs. These cost factors will be evaluated in concert with the provision of services and the stated objectives of the RFR to evaluate proposals in terms of best value. **Please note that your cost response must include both an unbundled and a bundled price for each service requested.**

65% Phase Two Criteria The total Phase Two score will represent 65% of the Phase Three score.

6. COST RESPONSE

The Cost Proposal must be submitted under separate cover from the Technical Proposal in a separate sealed envelope. Failure to meet this requirement will result in disqualification of the bid

Bidders shall submit one cost proposal: 1) Forward funded model at No Cost to the Commonwealth. Please see Attachment A – “Cost Proposal Forms.”

7. ORAL PRESENTATIONS

After completion of Phase One and prior to the final scoring of Phase Two, the PMT shall have the option to invite finalists to make oral presentations. Any and all oral presentations will be conducted prior to the scoring of Phase Three. Oral presentations provide the PMT with an opportunity to evaluate a finalist through the presentation of their proposal.

The time allotments and the format shall be the same for all oral presentations. The PMT will give notice of at least five (5) business days prior to the date of an oral presentation. The PMT may waive the location and medium requirements of an oral presentation upon the written request of a finalist due to special hardships, such as a finalist with disabilities or limited resources. In these circumstances the PMT may conduct oral presentations through an alternative written or electronic medium (e.g., telephone, videoconference, TTY or Internet). The PMT may require the finalists to assign key personnel to conduct the oral presentation.

A finalist is limited to the presentation of material contained in its proposal, with the limited exception that a finalist may address specific questions posed by the PMT or provide clarification of information contained in its proposal. Any correction or modification of the proposal or the presentation of supplemental information shall be considered prejudicial to the interests of other finalists and fair competition and shall not be permitted. A finalist’s attempt to submit such corrections, modifications or supplemental information during an oral presentation may subject the finalist’s proposal to disqualification. A finalist’s failure to agree to an oral presentation may result in disqualification from further consideration. Oral presentations may be recorded by the Office of the State Treasurer and Receiver-General as a matter of public record.

C. COMPONENTS OF PROCUREMENT

1. DURATION AND RENEWAL OPTIONS

The State Treasurer and Receiver-General intends to enter into a three- (3) year contract with the option of two one- (1) year extensions with the selected Bidder(s) for the services solicited in this

RFR. Bidders who offer price guarantees for the life of the contract will be held to that offer or such better terms as are negotiated.

2. ACQUISITION METHOD

<input type="checkbox"/> Outright Purchase	<input type="checkbox"/> Fee for Service
<input type="checkbox"/> License	<input type="checkbox"/> Tax-exempt Lease Purchase
<input type="checkbox"/> Lease Purchase	<input type="checkbox"/> Term Lease
<input type="checkbox"/> Rental (not to exceed 6 months)	<input checked="" type="checkbox"/> Other (Forward funded model: no fee)

3. CONTRACT GUIDELINES

<input type="checkbox"/> Only Office of the State Treasurer and Receiver-General may contract under RFR
<input type="checkbox"/> Option to allow other Departments/political subdivisions to contract under RFR
<input checked="" type="checkbox"/> Statewide Contract
<input type="checkbox"/> Multi-Office of the State Treasurer and Receiver-General User Contract
<input type="checkbox"/> Pre-Qualification List

5. ANTICIPATED EXPENDITURES, FUNDING OR COMPENSATION FOR EXPECTED DURATION

Subject to selected Bidder's quotes and rates, subject to negotiation.

6. CONTRACT PERFORMANCE AND BUSINESS SPECIFICATIONS

a. Evaluation and Selection of Contractor

The Treasury shall have sole authority to evaluate and make the final selection of Bidder(s) pursuant to this RFR. The selection will be made after evaluation of both technical and cost proposals by the PMT and final approval by the State Treasurer and Receiver-General.

b. Change in Terms

The Treasury reserves the right to modify the specifications identified in the RFR at any time prior to the closing date. The Treasury reserves the right to negotiate with the selected Bidder(s) as to any element of cost or performance, including without limitation, elements identified in the RFR and/or the selected Bidder's response in order to achieve the best value for the Commonwealth. The Treasury reserves the right to request from any Bidder a "best and final offer" as to the Bidder's proposal or cost proposal.

c. Termination or Suspension

Contractor's services may be terminated or suspended from the Treasury's contract for poor performance, failure to perform, fraud or other cause with two (2) weeks prior written notice by the Treasury. Contractors may be terminated from the contract without cause with thirty (30) days prior written notice. The Contractor may not terminate the contract or performance thereunder except upon a minimum of 180 days written notice to the Treasury. Other terms

regarding contract termination are subject to negotiation between the selected Bidder(s) and the Treasury.

d. Permits and Compliance

The Contractor shall procure and pay for all permits, licenses and approvals necessary to perform the services solicited in this RFR. The Contractor shall comply with all applicable laws, ordinances, rules, orders and regulations related to the performance of the services solicited.

e. Rejection of Proposals

The Office of the State Treasurer and Receiver-General reserves the right to reject any and all proposals submitted under this solicitation.

f. Fees Subject to Office of the State Treasurer and Receiver-General Signatory Authorization

All fees must be approved by the State Treasurer and Receiver-General or his designee and are subject to verification of performance.

g. Subcontracting Policies

Prior approval of the department is required for any subcontracted service of the contract. Contractors are responsible for the satisfactory performance and adequate oversight of its subcontractors. Subcontractors are held to the same reimbursable cost standards as Contractors.

h. Contract Expansion

If additional funds become available during the contract duration period, the Treasury reserves the right to increase the maximum obligation to some or all contracts executed as a result of this RFR or to execute contracts with Contractors not funded in the initial selection process, subject to available funding, satisfactory contract performance and service or commodity need.

i. Concurrent Contracts Running (Renewals and Transitions)

The Treasury shall cancel the contract if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the first year or if satisfactory performance by the Contractor does not ensue. The Treasury will also have the right to sole discretion in exercising an option to renew, which will not be subject to Contractor acceptance or agreement. If at any time the contract is cancelled, terminated or expires, and a contract is subsequently executed with a firm other than the Contractor, the Contractor has the affirmative obligation to assist in the smooth transition of contract services to the subsequent Contractor.

d. Pricing: Federal Government Services Administration (GSA) or Veteran's Administration Supply

The Commonwealth reserves the right to request from the successful Bidder(s) initial pricing schedules and periodic updates available under their GSA or other federal pricing contracts. In the absence of proprietary information being part of such contracts, compliance for submission of requested pricing information is expected within 30 days of any request. If the Contractor receives a GSA or Veteran's Administration Supply contract at any time during this contract period, it must notify the Commonwealth contract manager. The Commonwealth requires the same rate if it is more favorable.

e. Pricing: Price Limitation

The Bidder must agree that no other state or public entity customer within the United States of similar size and with similar terms and conditions shall receive a lower price for the same commodity and service during the contract period, unless this same lower price is immediately effective for the Commonwealth. If the Commonwealth believes that it is not receiving this lower price as required by this language, the Bidder must agree to provide current or historical pricing offered or negotiated with other state or public entities at any time during the contract period in the absence of proprietary information being part of such contracts.

SECTION III. PHASE ONE REQUIREMENTS

Compliance with all criteria listed below is **mandatory** in order for a bid to be accepted for further review. Lack of compliance will automatically disqualify the Bidder.

Phase One of Bidder's response should demonstrate compliance with each of the conditions qualifying an institution to propose as outlined below. The Bidder's response should be "yes" or "no" for each mandatory requirement followed by a detailed statement of explanation.

A. LEGAL AND OTHER REQUIREMENTS – Please provide a separate written response for each requirement below.

1. SOLVENCY

Certification that the Bidder has not been in bankruptcy and/or receivership within the last three calendar years.

2. CORPORATE GOOD STANDING

If incorporated, identification of the Bidder's state of incorporation and a statement that it is in good standing in that state, and, if the state of incorporation is not Massachusetts, a statement that the Bidder has complied with all filing requirements of the Massachusetts Secretary of State.

3. LICENSES AND REGISTRATIONS

A statement that the Bidder meets all applicable state and federal requirements, and has all the licenses and registrations necessary to perform the contract.

4. PENDING LITIGATION

Details of any pertinent judgment, criminal conviction, investigation or litigation pending against the Bidder or any of its officers, directors, employees, agents, or subcontractors of which the Bidder has knowledge or a statement that there are none. The Office of the State Treasurer and Receiver-General reserves the right to reject a response based on this information. If separate responses are required for different divisions or subsidiaries of the Bidder, the Bidder must submit a separate response for each division or subsidiary.

5. RATINGS

If selected to provide any services solicited through this RFR, the financial institution must agree to notify the Office of the State Treasurer and Receiver-General of any changes to its ratings by federal or state regulatory agencies and issuers approved by the State Treasurer and Receiver-General within thirty days of receipt of notification.

6. COMPLIANCE WITH RFR REQUIREMENTS

A statement that the Bidder agrees to meet every requirement specified or condition set forth in the RFR. (This statement will not be deemed to encompass any requirement or condition for which the RFR indicates that a preference may or will be given by the Office of the State Treasurer and Receiver-General. Any such requirement or condition must be met by only a Bidder seeking the preference.)

7. CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT REQUIREMENTS

Certification on the Bidder's letterhead that the Bidder meets the child support requirements of the Commonwealth. (These requirements are generally set forth in M.G.L. Chapter 119A.)

8. CONFIDENTIALITY

The Bidder must submit a statement acknowledging that all materials and information provided to the Contractor by the Office of the State Treasurer and Receiver-General or acquired by the Contractor on behalf of the Office of the State Treasurer and Receiver-General shall be regarded as confidential information in accordance with federal and state law, and ethical standards. The Contractor must take all necessary steps to safeguard the confidentiality of such materials or information. Furthermore, the Bidder agrees to execute a mutually agreed-upon confidentiality statement with each Commonwealth agency implementing the contract services.

9. CEASE AND DESIST

If selected for any services solicited through this RFR, the financial institution must agree to immediately notify the Office of the State Treasurer and Receiver-General of any cease and desist order issued.

10. MASSACHUSETTS GENERAL LAWS

The proposing organization has read the applicable General Laws of Massachusetts, pertaining to investments, deposits and vendors, and certifies that it will comply with these statutes if selected to provide any services solicited through this RFR. If selected for any services solicited through

this RFR, the financial institution must put into place steps to monitor capital to maintain ongoing compliance with M.G.L. Chapter 29, section 34.

11. INDEMNIFICATION

The Bidder must submit a statement acknowledging that they accept the provisions of Section 11. Indemnification of the Commonwealth Terms and Conditions, as it is further defined by the application of RFR Section III. A. 12. Specifically, by accepting the provision that the term “other damages” shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a contract. “Other damages” shall not include damages to the Commonwealth as a result of third-party claims, provided, however, that the foregoing in no way limits the Commonwealth’s right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth’s ability to join the Contractor as a third-party defendant. Further, the term “other damages” shall not include, and in no event shall the Contractor be liable for, damages for the Commonwealth’s use of Contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall “other damages” exceed the greater of \$100,000, or two times the value of the product or service (as defined in the contract scope of work) that is the subject of the claim. Section 11 sets forth the Contractor’s entire liability under a contract. Nothing in this section shall limit the Commonwealth’s ability to negotiate higher limitations of liability in a particular contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions.

B. MANDATORY ATTACHMENTS

Phase One of the bidder’s response shall include the completed mandatory attachments listed below. Any attachments referenced in this RFR as a document required to be filed can be found in Comm-PASS with this RFR. Many of the required documents referenced in this RFR are also available at the OSD website, www.mass.gov/osd, in the OSD Forms section.

These documents may be downloaded and printed for you to complete and submit. **The EFT Form is the only exception.** If you do not understand these instructions or you require additional assistance, please email the OSD/Comm-PASS help desk at comm-pass@state.ma.us. Note: The mandatory attachments indicated below are in addition to the inclusion of the RFR questions and answers and must be attached to the Bidder’s response.

1. COVER LETTER (signed)

The Proposal must include a cover letter, which will be considered an integral part of the Proposal. The cover letter must be signed by at least one individual who is authorized to bind the firm contractually and must include:

- a. The vendor name
- b. The vendor address
- c. The vendor telephone/fax number/email address
- d. The client contact
- e. The title or position which the signer of the cover letter holds in the firm

- f. A statement to the effect that any submissions made by a Bidder will be valid for 120 days from the date the bid is due

2. STANDARD CONTRACT FORM AND INSTRUCTIONS

This must be executed in order to be awarded a contract. This form must be completed and returned as part of the Bidder's RFR response or upon selection of a Bidder for further negotiations. This document shall not become a final contract unless and until the Office of the State Treasurer and Receiver-General accepts the Bidder's response and the Standard Contract Form is executed by the Purchasing Office of the Office of the State Treasurer and Receiver-General.

3. COMMONWEALTH TERMS AND CONDITIONS

The Commonwealth Terms and Conditions shall be incorporated by reference into any contract for services executed pursuant to this RFR. A Bidder is required to execute the Commonwealth Terms and Conditions only once so should be completed only if the Bidder has not previously executed T&C with the Commonwealth. Complete all blanks and required information fully and accurately without modification.

4. REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (W-9)

The W-9 Form should be completed only if the Bidder has not previously conducted business with the Commonwealth Office of the State Treasurer and Receiver-General and been registered on the Commonwealth's Contractor File or if any information on a W-9 previously filed with the Commonwealth has been updated or changed.

5. CONTRACTOR AUTHORIZED SIGNATURE VERIFICATION FORM

If the Bidder is a corporation, partnership or other business entity, complete the form as indicated.

6. BUSINESS REFERENCE FORM

Bidders must identify three (3) customer references for which the Bidder has performed similar services as those described in this RFR or customers that can confirm the quality of the Bidder's performance on previous contract work.

7. EXECUTIVE ORDER 504

Effective January 1, 2009, Executive Order 504 established new requirements designed to adopt and implement the maximum feasible measures reasonably needed to ensure the security, confidentiality and integrity of personal information, as defined in M.G.L. Chapter 93H and personal data, as defined in M.G.L. Chapter 66A, maintained by state agencies (herein collectively "personal information"). This requirement only pertains to contracts that require the Contractor's access to personal information owned or controlled by the contracting agency and systems that contain such data. The Executive Order applies to all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established.

8. TAX COMPLIANCE CERTIFICATION

The Bidder must demonstrate that it is in compliance with all federal and Commonwealth tax laws, including M.G.L. Chapter 62C, section 49A. The Bidder must submit an original or photocopy of a Certificate of Tax Compliance in Good Standing, which has been issued by the Department of Revenue within the past year. This Certificate may be obtained by submitting a request to:

Taxpayer Services Division, Certificate Unit
Department of Revenue
PO Box 7066
Boston, Massachusetts 02204
(617) 887-6550

The application must list the tax types for which the business is liable, including such items as meals, room occupancy, sales, use, withholding, corporate income and others as applicable. **The issuance of the certificate normally takes several weeks, so Bidders should also indicate that their request for a certificate is sought in connection with a Commonwealth solicitation (with a deadline).** If the Bidder does not submit the requested tax certificate with the proposal, the Bidder must submit evidence that the application has been filed. Evidence includes: facsimile transmittal, mailing receipt, receipt-stamped application, etc. The Certificate must be issued and provided prior to final execution of the Standard Contract Form.

9. CONSULTANT CONTRACTOR MANDATORY SUBMISSION FORM

Each Bidder must complete and return this form with its response, even if not applicable, in order to be considered responsive.

10. INVEST IN MASSACHUSETTS DATA FORM

The Office of the State Treasurer and Receiver-General (Treasury) encourages investment in our local economy and is committed to advancing the creation and preservation of jobs in the Commonwealth. Consequently, all responsive Bidders/Proposers **must** submit with their bids an *Invest in Massachusetts Data Form* (IMD Form).

11. MASSACHUSETTS SUPPLIER DIVERSITY PROGRAM PLAN FORM

Massachusetts Executive Order 524 established a policy to promote the award of State Contracts in a manner that develops and strengthens Minority and/or Women Business Enterprises (M/WBEs). As a result, M/WBEs are strongly encouraged to submit bid Responses to this RFR, either as prime vendors, joint venture partners or subcontractors. All Bidders, regardless of their certification status, are required to submit a completed SDP Plan Form as part of their Response for evaluation. It is required that Supplier Diversity Program participation accounts for no less than 10% of the total points in the evaluation.

Please see the “Forms and Terms” tab of the Comm-PASS solicitation for further instructions.

12. EFT FORM

Form found on <https://massfinance.state.ma.us/VendorWeb/efRegisterfrm.asp>. Each Bidder must print out, complete and return this form with its response if the Bidder has not previously enrolled for EFT with the Commonwealth.

13. FORWARD FUNDED METHOD SERVICES

As detailed in Section D.3, a detailed response to the Forward Funded Method requirements and questionnaire found in Section D.3.

14. COST PROPOSAL (signed)

The original and eight (8) copies of the cost proposal must be placed in a separate, sealed envelope, clearly identified on the outside as “Fee Proposal submitted by (COMPANY NAME)”.

15. FIDELITY BOND OR CERTIFICATE OF LIABILITY INSURANCE

A requirement to provide proof of any fidelity bond or liability insurance policy extending to any or all employees who perform work under the contract are covered.

15. CERTIFICATE OF NON-COLLUSION

Bidders are advised that they are required to certify that the bid that they are submitting has not been arrived at because of any collusive activity. Please see the “Forms and Terms” tab of the Comm-PASS solicitation for further instructions.

16. DEPARTMENT OF REVENUE: COMPLIANCE AGREEMENTS (EMPLOYEE AND CONTRACTOR)

Before any Contractor’s Employee, including an Employee hired after the date of the Contract, may have access to, work with and/or handle the DOR Information, the Contractor must inform the Employee of DOR’s confidentiality and security requirements and the prohibitions relating to the disclosure or browsing of the DOR Information..

Each year, the Contractor will require these Employees to read and sign the Contractor’s Employee Compliance Agreement.

17. DEPARTMENT OF REVENUE: CRIMINAL HISTORY BACKGROUND CHECK

All of the Contractor’s Employees who may have access to, work with and/or handle the DOR Information are required to undergo a criminal history background check upon hire.

18. DEPARTMENT OF REVENUE: TAX AND CHILD SUPPORT BACKGROUND CHECKS

All of the Contractor’s Employees who may have access to, work with and/or handle the DOR Information are required to undergo a tax and child support check upon hire, and to undergo a yearly tax check.

**19. DEPARTMENT OF REVENUE:
CONDITIONAL SERVICES**

Sign and submit this form as acknowledgement of compliance with the Department of Revenue's "Tax and Child Support Questionnaire for State Contractor's Employees" form and the "CORI Request Form".

C. OTHER REQUIREMENTS

1. VENDOR INFORMATION

Provide the name, address, telephone number, email address and fax number of the Bidder. Provide the names and business addresses of its principal officers. Submit resumes for each member of the team who will service the contract. Will there be a specific person assigned to our account for inquiries and/or problem resolution, or is there a special group assigned such tasks? How are tasks prioritized?

2. GENERAL AVAILABILITY INFORMATION

Provide the hours that the individuals servicing the account will be available, telephone numbers, emergency contact staff along with emergency contact phone number (mobile phone and/or home number) and procedures during nontraditional hours. Provide a toll free telephone number for agency customer service. Provide a technical support hot line. Is it available toll-free? Indicate hours of the day when it is not available. Identify banking holidays for 2012, 2013 and 2014 and service restrictions that exist on those dates.

3. CASH MANAGEMENT SYSTEM

Describe your overall proposed cash management system, highlighting special advantages and detailing ability to provide basic and optional services described in the RFR.

4. SHORT-TERM PLANS

Describe any short-term plans (i.e., within two years) to enhance or otherwise change the services. Will such changes be offered to us without charge and with implementation support?

SECTION IV. SCOPE OF SERVICES

Bidders shall submit a proposal addressing the "Forward Funded" method, where the cash funds from the Commonwealth agency is directly deposited into the Contractor's account for disbursement into each customer's EPC account.

A. FINANCIAL STRENGTH

Bidders are advised that their overall score for Financial Strength accounts for 5% of the Phase Two score. Please see page 9-10 for Phase Two evaluation criteria.

1. AUDITED FINANCIAL STATEMENTS

Required financial reports must be submitted with this proposal. Each Bidder must submit with their proposal, one copy of their annual report with financial statements for the last three years, including balance sheets and profit and loss statements and any related notes and the Auditor's Report. The successful Bidder shall continue to furnish to the Office of the State Treasurer and Receiver-General updated issues of this report in a timely manner. A copy of the last four (4) quarterly call reports must also be submitted with the proposal. When filed, one copy of the most recent SEC 10K report must also be submitted.

2. **BANK RATINGS**

Please provide the following bank rating information for your financial institution:

<u>Rating Agency</u>	<u>Most Recent Ratings</u>	<u>Date of Last Rating</u>
Fitch/Thompson's BankWatch		
Moody's		
Standard and Poors		

Attach any ratings analyses and reports prepared by any of the above agencies as well as the name(s) of the analyst(s).

B. COMMUNITY REINVESTMENT ACT (CRA) AND COMMUNITY SERVICES

Bidders are advised that their overall score for "Community Reinvestment Act and Community Services" accounts for 5% of the Phase Two score. Please see page 9-10 for Phase Two evaluation criteria.

1. Your financial institution must meet the requirements as outlined in the M.G.L., Chapter 29, section 34. You must include the certification from the appropriate state and/or federal agency documenting your CRA rating.
2. Outline your financial institution's continuing commitment to the credit needs of your communities.

C. QUALITY CONTROL

Bidders are advised that their overall score for "Quality Control" accounts for 10% of the Phase Two score. Please see page 9-10 for Phase Two evaluation criteria.

1. DISASTER RECOVERY

- a. What type of back-up facility does the financial institution/vendor have for all primary systems used in providing services outlined in this proposal?
- b. If a third party provides disaster back-up systems, state the contractual guarantees for service.

- c. In the event of a disaster that disables all primary and back-up systems, does the financial institution/vendor have a recovery or redundant system capability?
- d. How long will it take and what are the basic procedures used to recreate a day's activity?
- e. What plans does the financial institution/vendor have in place to ensure communication with clients in the event of a disaster?
- f. How often is the disaster recovery plan tested? Is there an annual report? Describe results or include a copy of findings.
- g. During the last three tests, how long did it take to switch over to the recovery site? Provide test dates.

2. INDUSTRY STANDARDS

- a. Provide a report showing system downtime for the past year.
- b. Describe your financial institution/vendor's quality assurance program.
- c. Please provide analysis of trends in quality performance, incorporating, using quantitative benchmarks or ratings, if available. If not available, what steps are taken to monitor trends?
- d. If BAI Quality Survey data is available, include the following data for the last survey period and previous two measurements:
 - (i) Information Reporting Missed Deadline Rate
 - (ii) Information Reporting System
- e. Describe your back-up procedures for times when the system is unavailable to us.
- f. Please describe any limitations on your financial institution/vendor's customer service, such as hours of availability or special emergency procedures.

3. INTERNAL CONTROLS

Please provide a copy of your SAS 70 Audit Report.

D. ELECTRONIC PAYMENT CARD MANDATORY SERVICE REQUIREMENTS

1. SERVICE OVERVIEW AND DATA REQUIREMENTS

Attachments B and C provide details two state agency operations, including items and volumes and total dollars processed. The summary also provides information on special requirements. Attachments B and C contains a more detailed analysis of each agency's benefits operation. These sections constitute the sope of work for each agency.

2. AGENCY OVERVIEW

Each agency has unique formalities relative to the efficient operation of benefit services. Please refer to the designated attachments for a better understanding of processing requirements.

- A. Executive Office of Labor and Workforce Development: Department of Unemployment Assistance – Attachment B
- B. Department Of Revenue/Child Support Enforcement Division – Attachment C

3. FORWARD FUNDED METHOD: MANDATORY SERVICES

Except where identified as “preferred”, acceptance of each of the following specifications is required. If a Bidder is unable to meet any of the mandatory specifications required in this RFR, the Bidder’s response must include an alternative method for meeting such specification(s) by identifying the specification, the proposed alternative and thoroughly describing how the alternative achieves substantially equivalent or better performance to the performance required in the RFR specification. The Agency will determine if a proposed alternative is equivalent or better.

Although points will not be awarded for meeting a mandatory specification, points may be awarded for exceeding a mandatory specification. In addition to agreeing or disagreeing with a specification your response to each specification should fully explain how you meet or exceed it. If you disagree with a specification you must provide a thorough description of an alternative. Additional points will also be awarded for meeting or exceeding preferred specifications.

1. The Bidder must agree to have independent capability and processes in place for at least thirty-six (36) months prior to the issuance of this RFR to provide EPC service programs. The Bidder must also attest that it has no plans to dissolve these program offerings for the anticipated term of the resulting contract.

Date you began providing services asked for in this RFR: _____

☐ Agree ☐ Disagree

Describe how this specification will be met:

- 1a. It is preferred that the Bidder has implemented an EPC system for a similar state agency in another State.

Describe how this specification will be met:

2. The Bidder must agree to issue one free EPC to each customer together with disclosure of fees related to the usage of the EPC, including any fees for using the PIN and signature-based transactions and fees for using network ATMs.

☐ Agree ☐ Disagree

Describe how this specification will be met including but not limited to the following:

- a. All fees associated with card issuance and activation
- b. All fees associated with card usage such as point of sales, PIN-Debit, charges etc.
- c. All fees associated with card replacement

- d. All fees associated with Network usage
- e. All fees associated with ATM usage
- f. Overdraft fees which may be attributed to the customer and the applicable conditions
- g. Any and all other fees which do not fall under the above categories

3. The Bidder must agree that the fee structure will be locked in for the term of the initial contract.

☐ Agree ☐ Disagree

Describe how this specification will be met:

4. The Bidder must agree that the card will be VISA or MasterCard branded, operate via the VISA or MasterCard Network, be accepted by any participating merchant, and allow for PIN Debit and signature credit purchases.

☐ Agree ☐ Disagree

Describe how this specification will be met:

5. The Bidder must agree to meet all "Regulation E" requirements, including those that apply specifically to government programs.

☐ Agree ☐ Disagree

Describe how this specification will be met:

5a. It is preferred that there be zero liability for the customer in the event of fraudulent card usage.

Describe how this specification will be met:

6. The card must be "Regulation E" compliant. Any sub-contractors who are otherwise responsible for Regulation E are also responsible for Regulation E in relation to this contract.

☐ Agree ☐ Disagree

Describe how this specification will be met:

7. The Bidder must be Payment Card Industry Data Security Standard (PCI DSS) compliant.

☐ Agree ☐ Disagree

Describe how this specification will be met:

Date of most recent PCI compliance review:

List all findings from the most recent PCI compliance review:

8. The Bidder must agree to provide for secured card activation prior to use.

☐ Agree ☐ Disagree

Describe how this specification will be met including but not limited to the following:

The procedures for activating an EPC including the steps customers must take to activate an EPC and the timeframes as to when benefits can be sent by the state agency to the Bidder for deposit into the claimant's account.

9. The Bidder must agree to allow the customer to choose or change his/her EPC PIN and must provide the customer with a means for doing so.

☐ Agree ☐ Disagree

Describe how this specification will be met including but not limited to the following:

The PIN selection process before and after initial card issuance and when a card is lost or stolen or when the customer forgets his/her PIN.

10. The Bidder must deposit funds into individual accounts owned by the customer that are accessed with the customer's EPC on the issue date of the deposit provided by the state agency.

☐ Agree ☐ Disagree

Describe how this specification will be met:

11. The Bidder must agree to process payments and credit the customer's account Monday through Friday so funds are available on the morning of the day after the bidder receives the file.

☐ Agree ☐ Disagree

Describe how this specification will be met:

- 11a. It is preferred that payments are processed and credited to the customer's account so that payments from the file received after 9pm on Friday, are available the following morning, Saturday.

Describe how this specification will be met:

12. The Bidder must not allow the customer to make deposits or electronic transfers into the account or add value to the card.

☐ Agree ☐ Disagree

Describe how this specification will be met:

13. The Bidder must not allow the customer to obtain blank checks or negotiate checks against the card or underlying account.

☐ Agree ☐ Disagree

Describe how this specification will be met:

13a. It is preferred that the customer also have the ability to do on-line banking through the EPC account. Please explain your on-line banking process and include all associated costs.

Describe how this specification will be met:

14. The Bidder must agree to provide a check to the customer in lieu of withdrawals of \$1,500.00 or greater.

☐ Agree ☐ Disagree

Describe how this specification will be met:

15. The Bidder must issue a card that operates as an EPC and has no line of credit associated with it.

☐ Agree ☐ Disagree

Describe how this specification will be met:

16. The Bidder must agree to disallow any transaction that causes the customer to exceed the amount available in the account. In the event of an overdraft, the Bidder must agree to assume responsibility and pass no charges on to the state agency. The Bidder must be responsible for recovering any overdrawn funds using processes agreed to by the state agency and the Bidder. The Bidder must describe its procedure for the prevention and recovery of overdrafts including any fees or charges assessed the customer.

☐ Agree ☐ Disagree

Describe how this specification will be met:

16a. It is preferred that the vendor provide customers with a receipt each time a transaction is made at the Bidder's ATM machine. The receipt should indicate the remaining balance in the account after the transaction is completed.

Describe how this specification will be met:

17. The Bidder must agree that the card will perform through an operating ATM network, including POS and will allow for withdrawal of cash through a normal ATM transaction 24/7.

☐ Agree ☐ Disagree

Describe how this specification will be met including but not limited to the following:

A description of the ATM network used by the Bidder including but not limited to:

- a. how it will be accessible to the customer

- b. the network fees charged to customers
- c. if more than one network indicate which networks will provide free services
- d. provide the number of ATM locations within the Commonwealth
- e. provide a map, available to customers on the WEB, showing these locations
- f. the compatibility of the EPC with the operating ATM Network(s) and allowance for withdrawal of cash through a normal ATM transaction
- g. the processes and procedures regarding the acceptance of the EPC by any participating merchant

18. The Bidder must agree that the Bidder's ATM network will be accessible 24/7 to customers and the technology used will be currently active and available within the fifty States as well as in Washington D.C., Puerto Rico and the Virgin Islands.

☐ Agree ☐ Disagree

Describe how this specification will be met:

18a. It is preferred that the ATM network is also currently active and available in Canada.

Describe how this specification will be met:

Note: There is a reciprocal agreement between Canada and the United States that allows Canadians who worked in the United States to receive unemployment benefits if otherwise eligible.

19. The Bidder must agree that their network will be available 99.9% of 24 hours a day, seven (7) days a week, 365, days a year, except for scheduled downtime, measured per month.

☐ Agree ☐ Disagree

Describe how this specification will be met:

20. The Bidder must agree to allow for one transaction per week per customer at no cost to the customer from the Bidder's ATM network.

☐ Agree ☐ Disagree

Describe how this specification will be met:

20a. It is preferred that the Bidder allow for more than one transaction per week per customer from the Bidder's ATM network at no cost to the customer

Describe how this specification will be met:

21. The Bidder must provide a solution for unlimited bank withdrawals.

☐ Agree ☐ Disagree

Describe how this specification will be met:

Note: The customer must be able to withdraw all funds in one calendar day.

22. The Bidder must not charge a monthly account fee or any non-usage fee.

☐ Agree ☐ Disagree

Describe how this specification will be met:

23. The Bidder must agree that there will be no daily withdrawal limit associated with the account.

☐ Agree ☐ Disagree

Describe how this specification will be met:

24. The Bidder must agree to allow customers to reduce their account balance to \$0 without closing the account.

☐ Agree ☐ Disagree

Describe how this specification will be met:

25. The Bidder must agree to provide and issue the initial cards to customers within five (5) business days upon receipt of a file from the state agency.

☐ Agree ☐ Disagree

Describe how this specification will be met:

26. The Bidder must agree to notify the state agency, on the day the card is issued, that the account is ready to accept deposits. Notification shall be via an electronic file that meets the standards and specifications of the state agency.

☐ Agree ☐ Disagree

Describe how this specification will be met:

27. The Bidder must agree to be responsible for the issuance of replacement cards to the customer. If there is a fee for issuing a replacement card, this must be disclosed to the customer at the time the initial card is issued as well as how this fee will be charged (e.g. debit against card balance).

☐ Agree ☐ Disagree

Describe how this specification will be met including a timeline for the replacement of a card, including lost or stolen cards.

27a. It is preferred that the Bidder issue a replacement card within 1-2 business days after notification by the customer that the card is lost, stolen or damaged.

Describe how this specification will be met:

27b. It is preferred that the Bidder issue the replacement card free of charge.

Describe how this specification will be met:

28. The Bidder must agree to provide to customers the instructional materials associated with the card at the time the card is issued. The Bidder must acknowledge that the state agency has the final approval of instructional materials provided with the card.

☐ Agree ☐ Disagree

Describe how this specification will be met:

29. The Bidder must agree to allow the state agency to provide a name and suitable graphics for the card.

☐ Agree ☐ Disagree

Describe how this specification will be met:

30. The Bidder must agree to use the state agency translation information notice with all materials sent to the customer about the EPC.

☐ Agree ☐ Disagree

Describe how this specification will be met:

31. The Bidder must agree to keep a card active for the life of the contract plus one (1) year, at no cost to the customer, even though no transactions have occurred during that time period.

☐ Agree ☐ Disagree

Describe how this specification will be met:

32. The Bidder must agree to allow for the withdrawal of funds from active cards after the contract has expired.

☐ Agree ☐ Disagree

Describe how this specification will be met:

Note: One year after the expiration of the contract all monies remaining in the account must be escheated back to the state agency or the Commonwealth pursuant to the Unclaimed Property Law.

33. The Bidder must notify the state agency electronically, via a method specified by the state agency, of any accounts that have an EPC that has not been activated within 90 days and again 11 months after the first deposit.

☐ Agree ☐ Disagree

Describe how this specification will be met:

34. The Bidder must describe its procedures pertaining to monies remaining in accounts of deceased customers including but not limited to:
- a. How the accounts are frozen
 - b. How and when the monies are made available to the deceased customer's estate or next of kin
 - c. How the state agency will be notified of any transaction
 - d. How the state agency will be notified that a customer is deceased
35. The Bidder must agree to begin issuing cards to customers and accepting deposits from the state agency within 90 days after the contract is executed.

☐ Agree ☐ Disagree

Describe how this specification will be met:

- 35a. It is preferred that Bidder begins issuing cards to customers and accepting deposits from the state agency within 60 days after the contract is executed.

Describe how this specification will be met:

36. The Bidder must agree that all customer information including customer account information created as a result of any Contract that results from this RFR must remain confidential and may never be sold or otherwise shared with any other entity not associated with the Contract or for any purpose other than the execution of the Contract, unless required by law. In addition, the Bidder must agree never to use customer information or customer account information to solicit other business and must ensure customer information and customer account information is protected and kept confidential.

☐ Agree ☐ Disagree

Describe how this specification will be met including but not limited to:

A description of the procedures to ensure the confidentiality of customer information. The Bidder must include details of the security package/process to be used for access control to customer information. The description must address but is not limited to the following:

- a. How access to the data regarding customer information and customer accounts will be restricted to those individuals whose access is essential to the administration of the program
- b. How individuals with access to customer information including account information will be under the direction and control of the Awarded Contractor
- c. How the Bidder will ensure that each individual with access to customer information, including account information will have executed a confidentiality agreement before access to this information is permitted
- d. How the Bidder will monitor the use of the data by individuals with access to customer information, including account information to ensure that such information is being used only for purposes consistent with the administration of this program
- e. How the Bidder will keep all customer information, including account information, secured in a manner which will ensure its confidentiality

- f. How the Bidder will develop and require anyone with access to data regarding customer information, including account information, to use security procedures to keep the data confidential and to limit its access to those authorized to access such information

37. The Bidder must agree to provide detailed security procedures regarding any issuance of an EPC, maintenance of account information and fraud prevention and detection.

___Agree ___Disagree

Describe how this specification will be met including but not limited to the following:

- a. Security procedures associated with EPC activation
- b. Processes and practices of fraud detection, prevention and recapture of funds and liability issues, including procedures for preventing identity theft and responding to fraudulent activities.
- c. Potential liabilities that may be incurred by customers, the State Agency or the Bidder
- d. Procedures for resolving and prosecuting fraud, including the timeframes and methods of notifications to the State Agency and information that will be provided.
- e. Timeframes and method of notification to the State Agency and customers of any data breaches that might expose customer's individual account information
- f. Processes and procedures to ensure that any subcontractors will be bound by the same confidentiality requirements as the Awarded Contractor
- g. Assistance the Bidder will provide to the customer in the event his/her individual account information is compromised
- h. Processes and practices for the destruction of records (including electronic), the frequency of destruction and what logging and reporting of the record destruction activity is provided to the State Agency.

38. For fraud and audit inquiries the Bidder must agree to maintain itemized and detailed transaction logs documenting all transaction and user activity associated with issued EPCs. The logs must include but are not limited to the following:

- a. The dollar amount of each transaction
- b. The day, time and location of each transaction
- c. How the transaction was authorized - by PIN or signature
- d. Any other related information deemed appropriate by the Bidder

___Agree ___Disagree

Describe how this specification will be met:

39. The Bidder must agree to retain and make the transaction log available to the fraud investigation unit or the Office of the Attorney General, for four (4) years from the date of the most recent transaction.

___Agree ___Disagree

Describe how this specification will be met:

40. For fraud or audit inquiries, the Bidder must agree to provide a copy of any requested

transaction log to the state agency or Office of the Attorney General within five (5) business days following an authorized request.

☐ Agree ☐ Disagree

Describe how this specification will be met:

41. The Bidder must agree not to deny any customer referred by the state agency for participation in the program unless otherwise excluded by Federal and State Law.

☐ Agree ☐ Disagree

Describe how this specification will be met:

42. The Bidder must agree to notify the state agency at least 60 days in advance of changes affecting customers. No changes can be made to the scope of work without prior approval of the Commonwealth.

☐ Agree ☐ Disagree

Describe how this specification will be met:

The Bidder must describe the process and procedure for notifying the state agency of changes in policy or procedure that affects the customers.

43. The Bidder must notify customers at least 30 days in advance of any changes in policy that affect them and/or their account.

☐ Agree ☐ Disagree

Describe how this specification will be met including but not limited to your approach of notifying customers of changes in policy or procedure that affect them.

44. The Bidder must agree to deal directly with customers regarding issuance of cards and replacement cards, PIN changes, withdrawals, account balances, fraudulent use of cards and account overdrafts.

☐ Agree ☐ Disagree

Describe how this specification will be met including but not limited to the following:

A description of your approach to customer complaint resolution and the time frames associated with the process. Include the types of issues you anticipate will be raised and explain how they will be resolved. Describe the investigation and resolution process and timeframe for disputed transactions reported by the customer. The response must also include the process for escalating complaints or disputes to a higher level.

45. The Bidder must agree to allow the customer to speak with a customer service representative.

☐ Agree ☐ Disagree

Describe how this specification will be met:

46. The Bidder must agree to provide customers with information regarding current balances on individual accounts and transaction history information.

☐ Agree ☐ Disagree

Describe how this specification will be met including but not limited to the following:

- a. A description of the process for providing customers with current information regarding card balances and transaction histories i.e. telephone and internet.
- b. Hours of operation

47. The Bidder must agree that the Bidder's call center(s) and its employees are located in the United States and will remain in the United States for the duration of this contract including extensions.

☐ Agree ☐ Disagree

Describe how this specification will be met:

48. The Bidder must agree that the wait time for a customer to speak with the Bidder's customer service representative (CSR) will not be more than 60 seconds after the customer selects the CSR option or if longer than 60 seconds, an automated message provides an estimated wait time.

☐ Agree ☐ Disagree

Describe how this specification will be met:

49. The Bidder must agree to provide designated state agency staff with the ability to conduct real-time call monitoring of state agency customers through the Bidder's call center.

☐ Agree ☐ Disagree

Describe how this specification will be met:

50. The Bidder must agree to provide customer service access at a minimum in both English and Spanish via toll free IVR and phone access and internet, including services for the deaf such as TTY.

☐ Agree ☐ Disagree

Describe how this specification will be met:

50a. It is preferred that the customer services requested are also offered in languages other than English and Spanish.

The Bidder must describe the language translation services provided to customers including a list of languages that are available through the Bidder's customer support center. The Bidder must provide the name of any translation service(s) that will be used.

Describe how this specification will be met:

51. The Bidder must agree to provide support to hearing impaired customers via a Text Telephone (TTY), Telecommunications Device for the Deaf (TDD) or other means of communicating with the hearing impaired.

☐ Agree ☐ Disagree

The Bidder must describe how it will provide support to customers who are hearing impaired.

Describe how this specification will be met:

52. The Bidder must agree to meet the accessibility standards of Section 508 of the Rehabilitation Act of 1973.

☐ Agree ☐ Disagree

Describe how this specification will be met:

53. The Bidder must agree to provide monthly statements to customer by mail, or on-line at the customer's request. Statements must include a listing of each deposit received from the state agency for the customer, PIN and signature-based transactions performed using the EPC and a listing of any service charges to the account.

☐ Agree ☐ Disagree

Describe how this specification will be met including but not limited to a description of the information provided in the monthly statement:

54. The Bidder must agree to notify the state agency within twenty-four (24) hours when EPCs and other mail are returned by the United States Postal Service as undeliverable.

☐ Agree ☐ Disagree

The Bidder must describe the processes and procedures for handling returned mail, including EPCs.

Describe how this specification will be met:

55. The Bidder must agree to provide an electronic notification to the state agency, within an agreed upon timeframe, whenever a customer changes his/her address.

☐ Agree ☐ Disagree

Describe how this specification will be met:

56. The Bidder must agree to be responsible for the escheatment of funds as follows:
If the customer activates the EPC any unclaimed benefits in the account revert to the Commonwealth of Massachusetts, Department of the State Treasurer, as governed by the unclaimed property law. If

the EPC is never activated by the customer any benefits deposited into the account revert to the state agency one year from the date the customer first applied for benefits.

☐ Agree ☐ Disagree

Describe how this specification will be met:

57. The Bidder must provide a disaster recovery/business continuity plan that ensures business continuity and benefits delivery.

☐ Agree ☐ Disagree

The Bidder must describe its disaster recovery/business continuity plan.

Describe how this specification will be met:

58. The Bidder must have a “hot” back-up site that will be operational within twenty-four (24) hours of the failure of the Bidder’s primary location.

☐ Agree ☐ Disagree

Describe how this specification will be met:

59. The Bidder must agree to provide assistance to the state agency in the development of informational and marketing materials that the state agency distributes to its customers.

☐ Agree ☐ Disagree

Describe how this specification will be met:

60. The Bidder must agree to accept the data elements and other technical specifications as agreed upon with the state agency.

☐ Agree ☐ Disagree

Describe how this specification will be met:

61. The Bidder must agree to receive and send account set-up information and credits via a secure electronic file transfer with the state agency. There must be an automated procedure for an electronically secure data connection to accept customer account information on a daily basis (e.g. new accounts, updates), requiring no manual entry of data via the web by the state agency.

☐ Agree ☐ Disagree

Describe how this specification will be met:

62. The state agency will make payment transactions to the Awarded Contractor electronically via ACH format. The Bidder must be able to accept such transactions according to NACHA approved

P rearranged Payment and Deposit Entry (PPD) format or other file format that meets the standards and specifications set by the state agency.

☐ Agree ☐ Disagree

Describe how this specification will be met:

63. The Bidder must agree to establish a secure connection that allows for encrypted file transfers. The Bidder must be able to accept a Flat file in ASCII format.

☐ Agree ☐ Disagree

Describe how this specification will be met:

64. The Bidder must agree to allow the state agency to initiate, if necessary, reversals for any credit entries made in error to the account per NACHA regulations after NACHA transactions, and by some other method for non - NACHA transactions, subject to the approval of the state agency.

☐ Agree ☐ Disagree

Describe how this specification will be met:

65. The Bidder must agree to send the state agency a daily confirmation file to reflect the count and amount of deposits and rejects received from a state agency in a mutually agreed upon format.

☐ Agree ☐ Disagree

Describe how this specification will be met:

66. The Bidder must be able to provide account information to the state agency via secure web services during normal business hours.

☐ Agree ☐ Disagree

Describe how this specification will be met:

67. The Bidder must agree to submit a monthly report to the state agency. Although the format of the monthly report will be negotiated between the state agency and the Bidder upon contract execution, at a minimum, the following information for the preceding month's activities will be required on a monthly basis:

- a. The total number of cards issued.
- b. The total number of cards cancelled.
- c. The total number of replaced cards.
- d. The total number of active cards and inactive cards.
- e. The total dollar value of deposits received from the state agency.
- f. An itemized list of all fees and charges by category applied to all cards (e.g. charges for replacement cards; charges incurred at an ATM)

- g. The total number of transactions – PIN, signature, account balance inquiries via ATM, IVR and WEB.
- h. The number of customer service calls by day and type of call and English Vs Spanish.

☐ Agree ☐ Disagree

Describe how this specification will be met:

68. The Bidder must agree to provide the state agency with a daily file containing:
- a. All new EPC account numbers
 - b. All reissued EPC account numbers
 - c. All other payment-related information needed for the state agency to properly make and monitor benefit payments.

☐ Agree ☐ Disagree

Describe how this specification will be met:

69. The Bidder must agree to provide to the state agency on a daily basis (or other mutually agreed upon timeframe) the following information for each cardholder in a format to be mutually agreed upon:
- a. Date card was issued
 - b. Card number if different from account number
 - c. Status of card (i.e. Active, Inactive, Lost, Stolen etc)
 - d. Date of Card status
 - e. Account Status (i.e. active, closed etc.)
 - f. Date of Account Status
 - g. Account number
 - h. Account Balance
 - i. Date of last deposit
 - j. Amount of last deposit
 - k. Routing number if applicable

☐ Agree ☐ Disagree

Describe how this specification will be met:

70. The Bidder must insure individual customer accounts.

☐ Agree ☐ Disagree

Describe how this specification will be met:

71. The Bidder must have the ability to accept two (2) files independently; a direct deposit file and an EPC file.

Describe how this specification will be met:

